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Clerk of the Napa Superior Court
By: Ellie Bowden, Deputy

**SUPERIOR COURT OF CALIFORNIA
COUNTY OF NAPA**

ROGER REID, on behalf of the State of
California and Aggrieved Employees,

Plaintiff,

vs.

DELICATO VINEYARDS, LLC,

Defendant.

Case No. 24CV001597

**COMPLAINT FOR PENALTIES PURSUANT
TO SECTIONS 2699(a) AND (f) OF THE
CALIFORNIA LABOR CODE PRIVATE
ATTORNEYS GENERAL ACT**

DEMAND FOR JURY TRIAL

1 Plaintiff Roger Reid (“Plaintiff”), on behalf of the State of California and Aggrieved
2 Employees, complains and alleges as follows:

3 **INTRODUCTION**

4 1. Plaintiff brings this enforcement action against Defendant Delicato Vineyards, LLC
5 (“Delicato” or “Defendant”) on behalf of the State of California to collect penalties as a result of
6 Defendant’s systematic violations of California labor law with respect to Defendant’s non-exempt
7 hourly workers in the State of California (the “Aggrieved Employees”).

8 2. Plaintiff and Aggrieved Employees are current and former non-exempt, hourly workers
9 employed by Defendant in California.¹

10 3. Plaintiff challenges Defendant’s policies and practices of: (1) failing to pay Plaintiff
11 and Aggrieved Employees overtime wages; (2) failing to authorize and permit Plaintiff and Aggrieved
12 Employees to take compliant meal and rest periods to which they are entitled by law, and failing to
13 pay premium compensation for noncompliant meal periods; (4) failing to provide Plaintiff and
14 Aggrieved Employees true and accurate itemized wage statements; and (5) failing to pay Plaintiff and
15 Aggrieved Employees all wages owed upon separation from employment.

16 4. Plaintiff, on behalf of the State of California, seeks to recover penalties and reasonable
17 attorneys’ fees for these violations pursuant to Sections 2699(a) and (f) of the California Labor Code
18 Private Attorneys General Act (“PAGA”).

19 **PARTIES**

20 5. Plaintiff and Aggrieved Employees are all current and former non-exempt, hourly
21 employees of Delicato Vineyards, LLC in the State of California. The Aggrieved Employees work as,
22 among other positions, hourly paid skilled material handlers and other hourly non-exempt employees
23 in California.

24 6. Plaintiff Roger Reid is an individual over the age of eighteen and, at all times relevant
25 to this Complaint, was a resident of the State of California.

26 7. Plaintiff worked for Defendant as a Skilled Material Handler in Manteca, California,
27

28 ¹ Although Plaintiff is a former employee, the Aggrieved Employees include current and former employees. For ease of discussion, the allegations herein are made in the present tense.

1 from approximately January 2022 until February 5, 2024.

2 8. Plaintiff is informed, believes, and thereon alleges that Delicato Vineyards, LLC is a
3 Delaware corporation with its principal place of business located in Manteca, California. Delicato is
4 registered to do business in the State of California and does business in the State of California. Delicato
5 may be served with process by serving its registered agent, CSC-Lawyers Incorporating Service, 2710
6 Gateway Oaks Dr., Sacramento, California.

7 9. Plaintiff is informed, believes, and thereon alleges that Defendant employs hundreds
8 of hourly, non-exempt workers similarly situated to Plaintiff in California. Plaintiff is informed,
9 believes, and thereon alleges that, in California, Defendant owns, operates, and/or manages locations
10 in this county. Plaintiff is informed, believes, and thereon alleges that Defendant employs Aggrieved
11 Employees, among other hourly employees, in this County and throughout California.

12 10. At all material times, Defendant does business under the laws of California, has places
13 of business in the State of California, including in this County, and employs Aggrieved Employees in
14 this County. Defendant is a “person” as defined in Cal. Lab. Code § 18 and Cal. Bus. & Prof. Code §
15 17201. Defendant is also an “employer” as that term is used in the California Labor Code and the IWC
16 Wage Orders.

17 11. Defendant employs Plaintiff and Aggrieved Employees because Defendant, directly or
18 indirectly, controls the employment terms, pay practices, timekeeping practices, and daily work of
19 Plaintiff and Aggrieved Employees.

20 **SUBJECT MATTER JURISDICTION AND VENUE**

21 12. Venue is proper in this County pursuant to Cal. Code Civ. Proc. §§ 393 and/or 395.5.
22 Defendant conducts business and employs Aggrieved Employees in this County, and therefore the
23 liability and the cause, or some part of the cause, arose in this County.

24 13. This Court has jurisdictions over Plaintiff’s claims for penalties pursuant to the PAGA.
25 The Court also has jurisdiction over Defendant because they are a corporation authorized to do
26 business in the State of California, and because Defendant does in fact do business and employs
27 workers in the State of California.

FACTUAL ALLEGATIONS

14. Upon information and belief, Delicato Vineyards, is a winery that harvests grapes from vineyards in California and abroad, with vineyards in multiple locations in California, including Napa.

15. Plaintiff worked for Defendant as a Skilled Material Handler in Manteca, California, from approximately January 2022 until February 5, 2024. Although Plaintiff's shifts varied in length, Plaintiff usually worked approximately ten (10) to twelve (12) hours or more per shift for approximately four (4) or more shifts per week. Plaintiff's weekly hours varied, but on average, Plaintiff worked in excess of forty (40) hours per week.

16. Defendant pays Aggrieved Employees, including Plaintiff, on an hourly rate basis. Plaintiff was compensated at an hourly rate of \$22.71.

17. Plaintiff is informed, believes, and thereon alleges that Defendant employs and has employed hundreds of hourly, non-exempt workers similarly situated to Plaintiff in California.

18. Plaintiff is informed, believes, and based thereon, alleges that Aggrieved Employees are employed by Defendant in a similar manner throughout the State of California, including in this County, and perform work materially similar to Plaintiff.

19. Aggrieved Employees perform their jobs under Defendant's supervision using materials and technology approved and supplied by Defendant.

20. Aggrieved Employees are required to follow and abide by Defendant's common work, time, and pay policies and procedures in the performance of their jobs.

21. At the end of each pay period, Aggrieved Employees receive wages from Defendant that are determined by common systems and methods that Defendant selects and controls.

22. Plaintiff is informed, believes, and thereon alleges that Defendant's policies and practices have at all relevant times been similar for Plaintiff and Aggrieved Employees, regardless of location in the State of California. Upon information and belief, Aggrieved Employees worked more than eight (8) hours per day and more than forty (40) hours in at least one workweek during the one (1) year before this Complaint was filed.

23. Defendant denies Plaintiff and Aggrieved Employees proper compensation for all hours worked, including overtime wages. In particular, Plaintiff and Aggrieved Employees are paid non-

1 discretionary bonuses which are not factored into their overtime rate or pay. Plaintiff and Aggrieved
2 Employees are paid non-discretionary bonuses, once or twice per year, based on Defendant's
3 profitability. Thus, Defendant fails to pay Plaintiff and Aggrieved Employees overtime wages based
4 on the regular rate of pay, which varies depending on bonus pay earnings.

5 24. As a result of this policy and/or practices, Plaintiff and Aggrieved Employees are not
6 paid for all overtime hours in violation of Cal. Lab. Code section 1194 and Wage Order 8.

7 25. Plaintiff and Aggrieved Employees are not provided with an uninterrupted, off-duty, 30-
8 minute meal period before the fifth hour of work, or a second meal break before the tenth hour of work
9 on days when they work shifts of ten (10) hours or more. When this occurs, Defendant fails to pay
10 Plaintiff and Aggrieved Employees the full meal period premium to which they are entitled, based on
11 their regular rate of pay. The non-discretionary bonuses paid to Plaintiff and Aggrieved Employees are
12 not factored into their regular rate of compensation used to calculate meal period premiums. As a
13 result, Aggrieved Employees are not provided with duty-free, uninterrupted, and timely thirty-minute
14 meal periods by the end of the fifth hour of work, nor do they receive the proper premium payments
15 for non-compliant meal breaks.

16 26. Further, for each day Plaintiff and Aggrieved Employees work longer shifts of ten hours
17 or more, Defendant denies Plaintiff and Aggrieved Employees a duty-free, uninterrupted, and timely
18 second 30-minute meal break by the end of the tenth hour of work. Yet again, Plaintiff and Aggrieved
19 Employees do not receive full premium payments for these missed second meal breaks.

20 27. Plaintiff is informed, believes, and thereon alleges that these meal period policies and
21 practices have at all relevant times been similar for Plaintiff and Aggrieved Employees regardless of
22 location and assignment in California.

23 28. Plaintiff is informed, believes, and thereon alleges that all Aggrieved Employees of
24 Defendant are subject to the same or similar unlawful compensation policies and practices.

25 29. As a result of the aforementioned violations, Plaintiffs and Aggrieved Employees are
26 provided with inaccurate wage statements. Such statements do not reflect the correct amount of gross
27 and net wages earned, including overtime compensations and premium pay for non-complaint meal
28 periods. The wage statements Defendant provides are inaccurate because they do not reflect the

1 appropriate overtime compensation payment. Further, the wage statements are inaccurate because they
2 do not include accurate premium pay for non-compliant meal periods in violation of California law.

3 30. Further, Defendant does not provide Plaintiff and Aggrieved Employees who are
4 former workers of Defendant with full payment of all wages owed upon separation from employment.
5 At the time their employment ends, Aggrieved Employees are owed wages for all time worked,
6 including overtime and premium pay for non-compliant meal periods, whether their termination was
7 voluntary or involuntary; yet Defendant has failed to provide Plaintiff and Aggrieved Employees with
8 such payments within the required time period. As a result, and pursuant to the California Labor Code,
9 Defendant is subject to waiting time penalties.

10 31. Plaintiff is informed, believes, and thereon alleges that Defendant's unlawful conduct
11 has been widespread, repeated, and consistent as to Aggrieved Employees and throughout Defendant's
12 operations in the State of California.

13 **FIRST CAUSE OF ACTION**

14 **Penalties Pursuant to Cal. Lab. Code § 2699(a)**

15 **(On Behalf of the State of California and Aggrieved Employees)**

16 32. Plaintiff realleges and incorporates the foregoing paragraphs as though fully set forth
17 herein.

18 33. Cal. Lab. Code § 2699(a) provides:

19 Notwithstanding any other provision of law, any provision of this code that provides
20 for a civil penalty to be assessed and collected by the Labor and Workforce
21 Development Agency or any of its departments, divisions, commissions, boards,
22 agencies, or employees, for a violation of this code, may, as an alternative, be recovered
23 through a civil action brought by an aggrieved employee on behalf of himself or herself
24 and to other current or former employees.

23 34. Cal. Lab. Code §§ 201 and 202 require employers to immediately pay wages earned
24 and unpaid to an employee that is discharged, and to pay an employee who quits within 72 hours after
25 he or she quits, at the latest.

26 35. Cal. Lab. Code § 203 provides, in relevant part:

27 If an employer willfully fails to pay, without abatement or reduction, in accordance
28 with Sections 201, 201.5, 202, and 205.5, any wages of an employee who is discharged
or who quits, the wages of the employees shall continue as a penalty from the due date

thereof at the same rate paid or until an action therefor is commenced; but the wages shall not continue for more than 30 days.

36. Cal. Lab. Code § 256 provides: “The Labor Commissioner shall impose a civil penalty in an amount not exceeding 30 days’ pay as waiting time under the terms of Section 203.”

37. Plaintiff seeks civil penalties pursuant to Cal. Lab. Code § 2699(a) for each failure by Defendant, as alleged above, to timely pay all wages owed to Plaintiff and the Aggrieved Employees in compliance with Cal. Lab. Code §§ 201-202 and in the amounts established by Cal. Lab. Code §§ 203 and 256.

38. Cal. Lab. Code § 226(a) provides:

Every employer shall, semimonthly or at the time of each payment of wages, furnish each of his or her employees, either as a detachable part of the check, draft, or voucher paying the employee's wages, or separately when wages are paid by personal check or cash, an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee, except for any employee whose compensation is solely based on a salary and who is exempt from payment of overtime under subdivision (a) of Section 515 or any applicable order of the Industrial Welfare Commission, (3) the number of piece-rate units earned and any applicable piece-rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and his or her social security number, (8) the name and address of the legal entity that is the employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee.

39. Cal. Lab. Code § 226(e)(1) provides, in relevant part:

An employee suffering injury as a result of a knowing and intentional failure by an employer to comply with subdivision (a) is entitled to recover the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and one hundred dollars (\$100) per employee for each violation in a subsequent pay period, not to exceed an aggregate penalty of four thousand dollars (\$4,000), and is entitled to an award of costs and reasonable attorney’s fees.

40. Cal. Lab. Code § 226.3 provides:

Any employer who violates subdivision (a) of Section 226 shall be subject to a civil penalty in the amount of two hundred fifty dollars (\$250) per employee per violation in an initial citation and one thousand dollars (\$1,000) per employee for each violation in a subsequent citation, for which the employer fails to provide the employee a wage deduction statement or fails to keep the records required in subdivision (a) of Section 226. The civil penalties provided for in this section are in addition to any other penalty provided by law.

41. Plaintiff also seeks civil penalties pursuant to Cal. Lab. Code § 2699(a) for each failure by Defendant, alleged above, to provide Plaintiff and Aggrieved Employees an accurate, itemized

1 wage statement in compliance with Cal. Lab. Code § 226(a) in the amounts established by Cal. Lab.
2 Code § 226.3. In addition, Plaintiff seeks penalties in the amount established by Cal. Lab. Code §
3 226(e)(1).

4 42. Pursuant to Cal. Lab. Code §§ 2699.3(a)(1) and (2), on May 6, 2024, Plaintiff provided
5 the Labor and Workforce Development Agency (“LWDA”) with notice of his intention to file this
6 claim. On May 6, 2024, Plaintiff mailed Defendant a copy of such notice via certified mail. At least
7 sixty-five calendar days have passed without response from the LWDA. Plaintiff satisfied the
8 administrative prerequisites to commence this civil action in compliance with Cal. Lab. Code §
9 2699.3(a).

10 43. Plaintiff seeks the aforementioned penalties on behalf of the State, other Aggrieved
11 Employees, and himself as set forth in Cal. Lab. Code § 2699.

12 44. Defendant is liable to Plaintiff, Aggrieved Employees, and the State of California for
13 the civil penalties set forth in this Complaint. Plaintiff is also entitled to an award of attorneys’ fees
14 and costs as set forth below.

15 45. Wherefore, Plaintiff requests relief as hereinafter provided.

16 **SECOND CAUSE OF ACTION**

17 **Penalties Pursuant to Cal. Lab. Code § 2699(f)**

18 **(Failure to Pay Overtime Premiums)**

19 **(On Behalf of the State of California and Aggrieved Employees)**

20 46. Plaintiff realleges and incorporates the foregoing paragraphs as though fully set forth
21 herein.

22 47. Cal. Lab. Code § 2699(f) provides:

23 For all provisions of this code except those for which a civil penalty is specifically
24 provided, there is established a civil penalty for a violation of these provisions, as
25 follows: . . . (2) If, at the time of the alleged violation, the person employs one or more
26 employees, the civil penalty is one hundred dollars (\$100) for each aggrieved employee
per pay period for the initial violation and two hundred dollars (\$200) for each
aggrieved employee per pay period for each subsequent violation.

27 48. Cal. Lab. Code § 200 defines wages as “all amounts for labor performed by employees
28 of every description, whether the amount is fixed or ascertained by the standard of time, task, piece,

1 commission basis or method of calculation.”

2 49.

3 50. IWC Wage Order 8-2001(2)(G) defines hours worked as “the time during which an
4 employee is subject to the control of an employer and includes all the time the employee is suffered
5 or permitted to work, whether or not required to do so.”

6 51. Cal. Lab. Code § 1198 makes it unlawful for employers to employ employees under
7 conditions that violate the Wage Orders.

8 52. Cal. Lab. Code § 510 provides, in relevant part:

9 Eight hours of labor constitutes a day’s work. Any work in excess of eight hours in one
10 workday and any work in excess of 40 hours in any one workweek and the first eight
11 hours worked on the seventh day of work in any one workweek shall be compensated
12 at the rate of no less than one and one-half times the regular rate of pay for an employee.
13 Any work in excess of 12 hours in one day shall be compensated at the rate of no less
14 than twice the regular rate of pay for an employee. In addition, any work in excess of
15 eight hours on any seventh day of a workweek shall be compensated at the rate of no
16 less than twice the regular rate of pay of an employee. Nothing in this section requires
17 an employer to combine more than one rate of overtime compensation in order to
18 calculate the amount to be paid to an employee for any hour of overtime work.

15 53. Cal. Lab. Code § 1194 provides, in relevant part:

16 Notwithstanding any agreement to work for a lesser wage, any employee receiving less
17 than the legal minimum wage or the legal overtime compensation applicable to the
18 employee is entitled to recover in a civil action the unpaid balance of the full amount
19 of this minimum wage or overtime compensation, including interest thereon,
20 reasonable attorney’s fees, and costs of suit.

19 54. Defendant’s policies and practices result in payment of wage and overtime violations.

20 55. To the extent than any violation alleged herein does not carry penalties under Cal. Lab.
21 Code § 2699(a), Plaintiff seeks civil penalties pursuant to Cal. Lab. Code § 2699(f) for each pay period
22 in which Plaintiff and an Aggrieved Employee was aggrieved, in the amounts established by Cal. Lab.
23 Code § 2699(f). Plaintiff seeks penalties pursuant to Cal. Lab. Code § 2699(f) for Plaintiff and
24 Aggrieved Employees for violations of Cal. Lab. Code provisions including, but not limited to, Cal.
25 Lab. Code §§510 1194, 1198, IWC Wage Order 8-2001, and any other violation alleged herein which
26 does not carry penalties under Cal. Lab. Code § 2699(a).

27 56. Pursuant to Cal. Lab. Code §§ 2699.3(a)(1) and (2), on May 6, 2024, Plaintiff provided
28 the Labor and Workforce Development Agency (“LWDA”) with notice of his intention to file this

1 claim. On May 6, 2024, Plaintiff mailed Defendant a copy of such notice via certified mail. At least
2 sixty-five (65) calendar days have passed without response from the LWDA. Plaintiff satisfied the
3 administrative prerequisites to commence this civil action in compliance with Cal. Lab. Code §
4 2699.3(a).

5 57. Plaintiff seeks the aforementioned penalties on behalf of the State, other Aggrieved
6 Employees, and himself as set forth in Cal. Lab. Code § 2699(g)(1).

7 58. Defendant is liable to Plaintiff, Aggrieved Employees, and the State of California for
8 the civil penalties set forth in this Complaint. Plaintiff is also entitled to an award of attorneys' fees
9 and costs as set forth below.

10 59. Wherefore, Plaintiff requests relief as hereinafter provided.

11 **THIRD CAUSE OF ACTION**

12 **Penalties Pursuant to Cal. Lab. Code § 2699(f)**

13 **(Meal and Rest Period Premiums)**

14 **(On Behalf of the State of California and Aggrieved Employees)**

15 60. Plaintiff realleges and incorporates the foregoing paragraphs as though fully set forth
16 herein.

17 61. Cal. Lab. Code § 2699(f) provides:

18 For all provisions of this code except those for which a civil penalty is specifically
19 provided, there is established a civil penalty for a violation of these provisions, as
20 follows: . . . (2) If, at the time of the alleged violation, the person employs one or more
21 employees, the civil penalty is one hundred dollars (\$100) for each aggrieved employee
22 per pay period for the initial violation and two hundred dollars (\$200) for each
23 aggrieved employee per pay period for each subsequent violation.

24 62. Cal. Lab. Code § 200 defines wages as “all amounts for labor performed by employees
25 of every description, whether the amount is fixed or ascertained by the standard of time, task, piece,
26 commission basis or method of calculation.”

27 63. Cal. Lab. Code § 1198 makes it unlawful for employers to employ employees under
28 conditions that violate the Wage Orders.

64. Cal. Lab. Code §§ 226.7 and 512 and IWC Wage Order 8-2001 require Defendant to
authorize, permit, and/or make available timely and compliant meal and rest periods to its employees.

1 Cal. Lab. Code §§ 226.7 and 512 and IWC Wage Order 8-2001 prohibit employers from employing
2 an employee for more than five (5) hours without a meal period of not less than thirty (30) minutes,
3 and from employing an employee more than ten (10) hours per day without providing the employee
4 with a second meal period of not less than thirty (30) minutes. Unless the employee is relieved of all
5 duty during the thirty-minute meal period and ten-minute rest period, the employee is considered “on
6 duty” and the meal period is counted as time worked under the applicable wage orders.

7 65. Cal. Lab. Code § 226.7 requires Defendant to pay employees one additional hour of
8 pay at their regular rate of compensation for each workday that a timely, compliant meal or rest period
9 is not provided.

10 66. Defendant’s policies and practices result in meal and rest periods violations and
11 Defendant’s failure to pay proper premium payments for non-compliant meal breaks and rest breaks.

12 67. To the extent than any violation alleged herein does not carry penalties under Cal. Lab.
13 Code § 2699(a), Plaintiff seeks civil penalties pursuant to Cal. Lab. Code § 2699(f) for each pay period
14 in which Plaintiff and an Aggrieved Employee was aggrieved, in the amounts established by Cal. Lab.
15 Code § 2699(f). Plaintiff seeks penalties pursuant to Cal. Lab. Code § 2699(f) for Plaintiff and
16 Aggrieved Employees for violations of Cal. Lab. Code provisions including, but not limited to, Cal.
17 Lab. Code §§ 226.7, 512, 1198, IWC Wage Order 8-2001, and any other violation alleged herein which
18 does not carry penalties under Cal. Lab. Code § 2699(a).

19 68. Pursuant to Cal. Lab. Code §§ 2699.3(a)(1) and (2), on May 6, 2024, Plaintiff provided
20 the Labor and Workforce Development Agency (“LWDA”) with notice of his intention to file this
21 claim. On May 6, 2024, Plaintiff mailed Defendant a copy of such notice via certified mail. At least
22 sixty-five (65) calendar days have passed without response from the LWDA. Plaintiff satisfied the
23 administrative prerequisites to commence this civil action in compliance with Cal. Lab. Code §
24 2699.3(a).

25 69. Plaintiff seeks the aforementioned penalties on behalf of the State, other Aggrieved
26 Employees, and himself as set forth in Cal. Lab. Code § 2699(g)(1).

27 70. Defendant is liable to Plaintiff, Aggrieved Employees, and the State of California for
28 the civil penalties set forth in this Complaint. Plaintiff is also entitled to an award of attorneys’ fees

1 and costs as set forth below.

2 71. Wherefore, Plaintiff requests relief as hereinafter provided.

3 **THIRD CAUSE OF ACTION**

4 **Penalties Pursuant to Cal. Lab. Code § 2699(f)**

5 **(Failure to Pay Wages Timely)**

6 **(On Behalf of the State of California and Aggrieved Employees)**

7 72. Plaintiff realleges and incorporates the foregoing paragraphs as though fully set forth
8 herein.

9 73. Cal. Lab. Code § 2699(f) provides:

10 For all provisions of this code except those for which a civil penalty is specifically
11 provided, there is established a civil penalty for a violation of these provisions, as
12 follows: . . . (2) If, at the time of the alleged violation, the person employs one or more
13 employees, the civil penalty is one hundred dollars (\$100) for each aggrieved employee
per pay period for the initial violation and two hundred dollars (\$200) for each
aggrieved employee per pay period for each subsequent violation.

14 74. Cal. Lab. Code § 200 defines wages as “all amounts for labor performed by employees
15 of every description, whether the amount is fixed or ascertained by the standard of time, task, piece,
16 commission basis or method of calculation.”

17 75. Cal. Lab. Code § 204(a) provides that “[a]ll wages ... earned by any person in any
18 employment are due and payable twice during each calendar month....”

19 76. IWC Wage Order 8-2001(2)(G) defines hours worked as “the time during which an
20 employee is subject to the control of an employer and includes all the time the employee is suffered
21 or permitted to work, whether or not required to do so.”

22 77. Cal. Lab. Code § 1198 makes it unlawful for employers to employ employees under
23 conditions that violate the Wage Orders.

24 78. Defendant’s policies and practices result in failure to pay all wages and to pay wages,
25 including overtime, and meal and rest period premiums, timely under the timeframes set forth in
26 Section 204.

27 79. To the extent than any violation alleged herein does not carry penalties under Cal. Lab.
28 Code § 2699(a), Plaintiff seeks civil penalties pursuant to Cal. Lab. Code § 2699(f) for each pay period

1 in which Plaintiff and an Aggrieved Employee was aggrieved, in the amounts established by Cal. Lab.
2 Code § 2699(f). Plaintiff seeks penalties pursuant to Cal. Lab. Code § 2699(f) for Plaintiff and
3 Aggrieved Employees for violations of Cal. Lab. Code provisions including, but not limited to, Cal.
4 Lab. Code §§ 204, 1198, IWC Wage Order 8-2001, and any other violation alleged herein which does
5 not carry penalties under Cal. Lab. Code § 2699(a).

6 80. Pursuant to Cal. Lab. Code §§ 2699.3(a)(1) and (2), on May 6, 2024, Plaintiff provided
7 the Labor and Workforce Development Agency (“LWDA”) with notice of his intention to file this
8 claim. On May 6, 2024, Plaintiff mailed Defendant a copy of such notice via certified mail. At least
9 sixty-five (65) calendar days have passed without response from the LWDA. Plaintiff satisfied the
10 administrative prerequisites to commence this civil action in compliance with Cal. Lab. Code §
11 2699.3(a).

12 81. Plaintiff seeks the aforementioned penalties on behalf of the State, other Aggrieved
13 Employees, and himself as set forth in Cal. Lab. Code § 2699(g)(1).

14 82. Defendant is liable to Plaintiff, Aggrieved Employees, and the State of California for
15 the civil penalties set forth in this Complaint. Plaintiff is also entitled to an award of attorneys’ fees
16 and costs as set forth below.

17 83. Wherefore, Plaintiff requests relief as hereinafter provided.

18 **PRAYER FOR RELIEF**

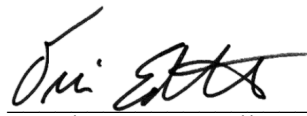
19 **WHEREFORE**, Plaintiff prays for relief as follows:

- 20 1. For the Court to declare, adjudge, and decree that Defendant has violated the Cal. Lab.
21 Code as alleged herein;
 - 22 2. For an order awarding the State of California, Plaintiff, and Aggrieved Employees civil
23 penalties provided under the PAGA;
 - 24 3. For an award of reasonable attorneys’ fees as provided by the Cal. Lab. Code §
25 2699(g)(1); Cal. Code Civ. Proc. § 1021.5; and/or any other applicable law;
 - 26 4. For all costs of suit; and
 - 27 5. For such other and further relief as this Court deems just and proper.
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Respectfully Submitted,

Date: September 12, 2024



Carolyn H. Cottrell
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*Attorneys for Plaintiff, on behalf of the State of
California and Aggrieved Employees*

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Date: September 12, 2024


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